

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
IN ADMIRALTY

In the matter of the Complaint of)	Civil Action No.: 2:18-cv-02396-DCN
MORAN ENVIRONMENTAL)	
RECOVERY, LLC, as the owner of the)	
vessel "Miss June" and her engines,)	NOTICE OF FILING STIPULATION FOR
tackle, appurtenances, etc.)	VALUE AND COSTS AND LETTER OF
)	UNDERTAKING
For exoneration from, or limitation of,)	
liability.)	

NOTICE IS HEREBY GIVEN that the attached **STIPULATION FOR VALUE AND COSTS AND LETTER OF UNDERTAKING**, together with **LETTER OF UNDERTAKING (Exhibit 1 to the Stipulation)** are being filed on behalf of Moran Environmental Recovery, LLC, ("PLAINTIFF-IN-LIMITATION"), with the United States District Court, District of South Carolina, Charleston Division, in the above-captioned matter.

RESPECTFULLY SUBMITTED,

TECKLENBURG & JENKINS, LLC

s/ Paul F. Tecklenburg
Paul F. Tecklenburg, Fed. ID #3702
Rivers T. Jenkins, III, Fed. ID #5631
1819 Meeting Street Road, Suite A (29405)
P.O. Box 20667
Charleston, South Carolina 29413
Telephone: (843) 534-2628
Facsimile: 843-534-2629
pft@tecklaw.net
rtj@tecklaw.net
Attorneys for Plaintiff-in-Limitation

Charleston, South Carolina

August 30, 2018

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
IN ADMIRALTY

In the matter of the Complaint of)	Civil Action No.: 2:18-cv- <u>02396</u>
MORAN ENVIRONMENTAL)	
RECOVERY, LLC, as the owner of the)	
vessel "Miss June" and her engines,)	STIPULATION FOR VALUE AND
tackle, appurtenances, etc.)	COSTS AND LETTER OF
)	UNDERTAKING
For exoneration from, or limitation of,)	
<u>liability.,</u>)	

WHEREAS, Plaintiff in Limitation MORAN ENVIRONMENTAL RECOVERY, LLC, (hereinafter "PLAINTIFF-IN-LIMITATION"), as owner of that certain vessel "MISS JUNE" bearing Hull Identification Number LOB11622D313, and her engines, tackle, appurtenances, etc. ("Vessel"), have filed a Complaint pursuant to the Limitation of Liability Act, 46 U.S.C. § 30501, *et seq.*, claiming the right to exoneration from, or limitation of, liability for all claims arising out of that certain incident of on or about July 6, 2018, at Marker 49-A on the Cooper River, North Charleston, South Carolina, on the navigable waters of the United States, and involving the Vessel, as alleged and for the reasons and because of the circumstances set forth in the Complaint, and the aggregate value of PLAINTIFF-IN-LIMITATION's interest in the Vessel immediately following the incident having been alleged as worth a value not exceeding Fourteen Thousand Four Hundred Dollars (\$14,400.00), and Starr Indemnity & Liability Company ("Starr"), as surety, hereby consenting and agreeing to that in case costs are awarded against PLAINTIFF-IN-LIMITATION, or against their surety, execution to an amount not exceeding the sum of One Thousand Dollars (\$1,000.00) plus interest may issue against it, pursuant to a letter of undertaking that is proper in form and execution and that is attached hereto as **Exhibit A**.

Starr, as surety, hereby further consents and agrees that in the event a final decree (after appeal, if any) be entered in favor of claimant(s) and against PLAINTIFF-IN-LIMITATION, as owner of the Vessel, for wrongful death or injuries resulting from the July 6, 2018 incident and sustained by claimant(s), or the claims settle between the parties, where said settlement has been made with the approval of the undersigned, to pay and satisfy (up to and not exceeding) the sum of Fourteen Thousand Four Hundred Dollars (\$14,400.00), pursuant to the letter of undertaking that is proper in form and execution and that is attached hereto as **Exhibit A**.

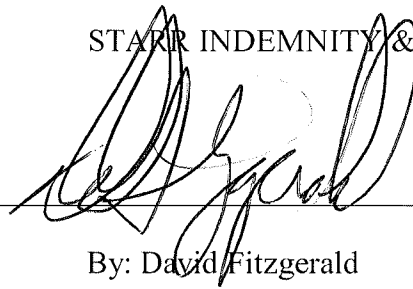
NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED for the benefit of whom it may concern, that if Starr shall abide by all orders of the Court, interlocutory or final, and pay into the Court such sums up to One Thousand Dollars (\$1,000.00) for costs, as may be, and whenever the same shall be, ordered by this Court, or by an Appellate Court if an appeal intervene, then this Stipulation to be void, otherwise to remain in full force and effect.

IT IS FURTHER STIPULATED AND AGREED that if Starr shall abide by all orders of the Court, interlocutory or final, and pay into the Court such sums up to Fourteen Thousand Four Hundred Dollars (\$14,400.00) for the value of the Vessel as may be, and whenever the same shall be, ordered by this Court, or by an Appellate Court if an appeal intervene, then this Stipulation to be void, otherwise to remain in full force and effect.

IT IS ADDITIONALLY STIPULATED AND AGREED for the benefit of whom it may concern, that Starr, surety and stipulator herein, consents and agrees that in the case of default or contumacy on the part of the principal or surety, the Court may, upon ten (10) days' notice, proceed summarily and render a judgment in accordance with the obligation undertaken and issue a writ of execution upon that judgment.

STARR INDEMNITY & LIABILITY COMPANY

DATED: August 27, 2018

A handwritten signature in black ink, appearing to read "David Fitzgerald", is written over a horizontal line.

By: David Fitzgerald

Its: Global Chief Claims Officer